

**FILED**  
Superior Court Of California  
County Of Los Angeles

JUL 25 2017

herri R. Carter Executive Clerk  
By: [Signature] Deputy  
Glorietta Robinson

46009  
90042

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Attorneys for Plaintiff David A. Glazer

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE  
COUNTY OF LOS ANGELES**

**BC 6 6 9 7 4 1**

DAVID A. GLAZER, an individual,  
  
Plaintiffs,

vs.

CHENEY ADRIENNE SHAPIRO; CHENEY  
SHAPIRO DESIGNS 401K; CHENEY SHAPIRO  
DESIGNS; RESOURCEFUL DEVELOPMENTS,  
INC.; RICHARD JUDSON WILLIAMS;  
SILVERWOOD PROPERTIES, INC.; KENNETH  
HOWARD SHAPIRO; PODLEY ASSOCIATES  
REALTORS; LINDA DARLINGTON SEYFFERT;  
SEISMIC SAFETY, INC.; EDMUND J. SYLVIS;  
KEN LAMARR COMPTON; AND DOES 1  
THROUGH 250.

Defendants.

**CASE NO.**

**COMPLAINT FOR:**

- (1) Negligence;
- (2) Negligent Misrepresentation;
- (3) Fraud;
- (4) Negligence;
- (5) Failure To Disclose Under Civil Code §1102;
- (6) Breach of Contract;
- (7) Breach of the Implied Covenant of Good Faith and Fair Dealing;
- (8) Negligence;
- (9) Breach of Fiduciary Duty;
- (10) Negligence;
- (11) Negligence/Negligence Per Se
- (12) Breach of Contract;
- (13) Negligence;
- (14) Negligence Per Se;
- (15) Breach of Implied Warranty

RECEIPT #: CCH505376047  
DATE PAID: 07/25/17 11:22 AM  
PAYMENT: \$435.00  
RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

Plaintiff DAVID A. GLAZER hereby alleges as follows:

**Complaint**

By Fax

CIT/CASE: BC669741  
LEAD/DEE#:

07/25/2017

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## GENERAL ALLEGATIONS

1. Plaintiff, DAVID A. GLAZER ( "Plaintiff") is an individual living in Los Angeles County, California.

2. Plaintiff is informed and believes and thereon alleges that defendant Cheney Adrienne Shapiro ("Cheney A. Shapiro") is an individual living in the County of Los Angeles, State of California, engaged in and doing business in Los Angeles County, California, including but not limited to residential real estate interior and exterior design, construction, retrofitting, and/or remodeling, as well as buying, rehabilitating, redesigning, and/or retrofitting, and selling ("flipping") residential real estate in Los Angeles County and elsewhere.

3. Plaintiff is informed and believes and thereon alleges that defendant Cheney Shapiro Designs 401K is an entity, form unknown, or an alter ego or dba of defendant Cheney A. Shapiro, engaged in and doing business in Los Angeles County, California, including but not limited to residential real estate interior and exterior design, construction, retrofitting, and/or remodeling, as well as buying, rehabilitating, redesigning, and/or retrofitting, and selling ("flipping") residential real estate in Los Angeles County and elsewhere.

4. Plaintiff is informed and believes and thereon alleges that defendant Cheney Shapiro Designs is an entity, form unknown, or an alter ego or dba of defendant Cheney A. Shapiro, engaged in and doing business in Los Angeles County, California, including but not limited to residential real estate interior and exterior design, construction, retrofitting, and/or remodeling, as well as buying, rehabilitating, redesigning, and/or retrofitting, and selling ("flipping") residential real estate in Los Angeles County and elsewhere.

5. Plaintiff is informed and believes and thereon alleges that defendants Does 1 through 25 are individuals or business entities, forms unknown, engaged in and doing business in Los Angeles County, California, including but not limited to residential real estate interior and exterior design, construction, retrofitting, and/or remodeling, as well as buying, rehabilitating, redesigning, and/or retrofitting, and selling ("flipping") residential real estate in Los Angeles County and elsewhere.

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1           6. Defendants Cheney A. Shapiro, Cheney Shapiro Designs 401K, and Cheney  
2 Shapiro Designs shall collectively be referred to as the "Cheney Shapiro Defendants".

3           7. Plaintiff is informed and believes that defendant Resourceful Developments, Inc.,  
4 is, and at all times mentioned herein was, a California corporation or other form of business  
5 entity duly organized under the laws of California and engaged in and doing business in Los  
6 Angeles County, California, including but not limited to residential real estate construction,  
7 home improvement construction, retrofitting, and remodeling.

8           8. Plaintiff is informed and believes that defendant Richard Judson Williams is an  
9 individual residing in Los Angeles County, California, engaged in residential real estate  
10 construction, home improvement construction, retrofitting, remodeling, and interior and  
11 exterior design in Los Angeles County. Plaintiff is informed and believes and thereon alleges  
12 that and at all relevant times defendant Richard Judson Williams was the Responsible  
13 Managing Officer of defendant Resourceful Developments, Inc.

14           9. Defendants Resourceful Developments, Inc. and Richard Judson Williams shall  
15 collectively be referred to as the "Contractor Defendants".

16           10. Plaintiff alleges that at all times herein mentioned, defendants Silverwood  
17 Properties, Inc. ("Silverwood") and Kenneth Howard Shapiro ("Kenneth H. Shapiro") were  
18 individuals, real estate corporations, or other forms of business entities, duly organized and  
19 existing under the laws of the state of California, and were engaged in doing business in the  
20 County of Los Angeles including, but not limited to, residential real estate sales and brokerage.

21           11. Plaintiff alleges that at all relevant times defendant Kenneth H. Shapiro was a  
22 licensed real estate broker and/or real estate sales agent, and served as real estate broker for  
23 Silverwood.

24           12. Defendant Kenneth H. Shapiro is the father of defendant Cheney A. Shapiro.

25           13. Defendants Silverwood and Kenneth H. Shapiro shall hereinafter be collectively  
26 referred to as the "Shapiro-Silverwood Defendants".  
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1           14.     The Shapiro-Silverwood Defendants represented the Cheney Shapiro Defendants  
2 as their selling agent/ broker in the sale of the Home to Plaintiff.

3           15.     Plaintiff alleges that at all times defendant Podley Associates Realtors ("Podley"),  
4 Linda Darlington Seyffert ("Seyffert") were individuals, real estate corporations or other  
5 corporations or other forms of business entities, duly organized and existing under the laws of  
6 the state of California, and were engaged in doing business in the Los Angeles County,  
7 California including, but not limited to, residential real estate sales and brokerage.

8           16.     Defendants Seyffert and Podley shall hereinafter be collectively referred to as  
9 the "Seyffert-Podley Defendants".

10          17.     The Seyffert-Podley Defendants represented Plaintiff as his real estate agent and  
11 broker in the Cheney Shapiro Defendants' sale of the Home to Plaintiff.

12          18.     Plaintiff is informed and believes and thereon alleges that at all times herein  
13 relevant defendants Seismic Safety, Inc., Edmund John Sylvis, and Ken Lamarr Compton, at all  
14 relevant times were individuals and/or business entities of various forms, duly organized and  
15 existing under the laws of California, duly licensed contractors pursuant to the California  
16 Contractors State License Board, and were engaged in doing business in Los Angeles County ,  
17 including but not limited to residential real estate inspections, construction, improvement  
18 construction, retrofitting, and remodeling.

19          19.     Plaintiff is informed and believes and thereon alleges that at all relevant times,  
20 defendant Edmund John Sylvis was the Responsible Managing Officer of defendant Seismic  
21 Safety, Inc.

22          20.     Defendants Seismic Safety, Inc.; Edmund J. Sylvis; and Ken Lamarr Compton shall  
23 collectively be referred to as the "Home Inspection Defendants".

24          21.     Plaintiff is informed and believes and thereon alleges that defendants Does 1  
25 through 250, are individuals or businesses, forms unknown, engaged in and doing business in  
26 Los Angeles County, California, including but not limited to residential real estate interior and  
27 exterior design, construction, retrofitting, and/or remodeling, as well as buying, rehabilitating,  
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1 redesigning, and/or retrofitting, and selling ("flipping") residential real estate in Los Angeles  
2 County and elsewhere; residential real estate construction, home improvement construction,  
3 retrofitting, and remodeling; Responsible Managing Officers or Responsible Managing  
4 Employees; residential real estate sales and brokerage; residential real estate inspections,  
5 construction, improvement construction, retrofitting, and remodeling .

6 22. Plaintiff alleges that at all times herein mentioned defendants Does 201 through  
7 250, were individuals and/or business entities, duly organized and existing under the laws of  
8 California and were engaged in business in Los Angeles County, California, including but not  
9 limited to professional services, including but not limited to civil engineering, structural  
10 engineering, geotechnical engineering, architecture, geology. Defendants Does 201 through  
11 250 shall hereinafter be collectively referred to as the "Engineering Defendants".

12 23. The true names and identities of Defendants Does 1 through 250, inclusive, are  
13 unknown to Plaintiff. Plaintiff will amend this Complaint to allege the true names and  
14 capacities of such fictitiously-named defendants, whether individual, corporate or otherwise,  
15 when ascertained. Plaintiff alleges on information and belief that each of the fictitiously-  
16 named defendants in responsible in some manner for the occurrences herein alleged, that  
17 Plaintiff's damages were proximately caused thereby, and that each of said fictitiously-named  
18 defendants was an agent of the other, acting within the course and scope of the agency, and  
19 that every act of each Defendant was ratified by the others.

20 24. Plaintiff is informed and believes, and thereon alleges, that at all relevant times  
21 defendant Cheney Adrienne Shapiro owned and/or controlled defendants Cheney Shapiro  
22 Designs 401k, Cheney Shapiro Designs, Resourceful Developments, Inc., and does 1 through  
23 10.

24 25. Plaintiff is informed and believes, and thereon alleges that the Cheney Shapiro  
25 Defendants, the Contractor Defendants, and defendants Does 1 through 50, at all times  
26 relevant were:

27 a. Alter egos;

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- b. Part of the same enterprise;
- c. Parent-subsidiary;
- d. Owned, operated, and/or controlled by each other and/or one or more of the other defendants;
- e. Acting as the agent, conduit and/or employee of the other defendants, at all times acting within the course and scope of the agency and employment;
- f. Comprised of and controlled by common officers, directors, shareholders, employees and/or agents;
- g. Partners;
- h. DBA's ("doing business as") of other defendants; and
- i. Acting with the knowledge, consent, and authorization of the other defendants.

26. Plaintiff is informed and believes and thereon alleges that at all relevant times there was a unity of interest between and among the Cheney Shapiro Defendants the Contractor Defendants, and defendants Does 1 through 50. Plaintiff is further informed and believes and thereon alleges that each of the foregoing defendants utilized the same employees, offices and equipment, owned, operated, controlled, and/or funded each other; comingled assets. As a consequence of foregoing, if each of the foregoing defendants is not held liable for the debts and obligations of the other defendants, fraud and injustice would result.

27. Plaintiff is informed and believes and thereon alleges that defendant Kenneth H. Shapiro is the father of defendant Cheney A. Shapiro; that Kenneth H. Shapiro acted as the real estate agent for the Cheney Shapiro Defendants' sale of the home to Plaintiff; that defendant Kenneth H. Shapiro observed the condition of the Home prior to the Construction and Engineering Services (defined in this Complaint); that defendants Cheney A. Shapiro and William Judson Williams are married; that defendants Cheney A. Shapiro and William Judson Williams are officers and directors of Resourceful Developments, Inc., and together own and

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1 control defendants Cheney Shapiro Designs 401k, Cheney Shapiro Designs, and Resourceful  
2 Developments, Inc. Plaintiff is further informed and believes and thereon alleges that  
3 defendants Cheney A. Shapiro and William Judson Williams were actively involved in,  
4 supervised, and directed the Construction and Engineering Services (defined in this Complaint).

5 28. Because of the relationships among the Cheney Shapiro Defendants, the  
6 Contractor Defendants, the Shapiro-Silverwood Defendants, and Defendants Does 1 through  
7 50, the knowledge of one or all of the Defendants is imputed to the other Defendants, and the  
8 knowledge of one Defendant is the knowledge of all Defendants.

9 29. Plaintiff is informed and believes, and thereon alleges that defendants Seismic  
10 Safety, Inc., Edmund J. Sylvis, Ken Lamarr Compton, and Does 151 through 200, at all times  
11 relevant were and are:

- 12 a. Alter egos;
- 13 b. Part of the same enterprise;
- 14 c. Parent-subsiary;
- 15 d. Owned, operated, and/or controlled by each other and/or one or more of
- 16 the other defendants;
- 17 e. Acting as the agent, conduit and/or employee of the other defendants, at all
- 18 times acting within the course and scope of the agency and employment;
- 19 f. Comprised of and controlled by common officers, directors, shareholders,
- 20 employees and/or agents;
- 21 g. Partners;
- 22 h. DBA's ("doing business as") of other defendants; and
- 23 i. Acting with the knowledge, consent, and authorization of the other
- 24 defendants.

25 30. Plaintiff is informed and believes, and thereon alleges, that at all times relevant  
26 there was, and there is a unity of interest between and among defendants Seismic Safety, Inc.;  
27 Edmund J. Sylvis; and Ken L. Compton. Plaintiff is further informed and believes and thereon  
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1 alleges that each of the foregoing defendants utilized the same employees, offices and  
2 equipment, owned, operated, controlled, and/or funded each other; comingled assets. As a  
3 consequence of foregoing, if each of the foregoing defendants is not held liable for the debts  
4 and obligations of the other defendants, fraud and injustice would result.

5 31. Because of the relationships among defendants Seismic Safety, Inc.; Edmund J.  
6 Sylvis; Ken L. Compton, the knowledge of one or all of the Defendants is imputed to the other  
7 Defendants, and the knowledge of one Defendant is the knowledge of all Defendants.

8 32. Plaintiff purchased the property located at 6257 Pine Crest Drive, Los Angeles,  
9 California 90042 (the "Home") from the Cheney Shapiro Defendants.

10 33. Plaintiff and the Cheney Shapiro Defendants entered into a standard residential  
11 purchase and sale contract (the "Purchase Contract"), a copy of which is attached hereto as  
12 Exhibit "1".

13 34. As required by the Purchase Contract and Civil Code §1102, et seq., the Cheney  
14 Shapiro Defendants completed and signed the Seller's Real Estate Transfer Disclosure  
15 Statement.

16 35. As required by Purchase Contract, the Cheney Shapiro Defendants completed  
17 and signed the Seller's Property Questionnaire ("SPQ").

18 36. At the time the Cheney Shapiro Defendants purchased the Home, the Home was  
19 in poor condition, with extensive damage throughout the home and the property. Many  
20 serious conditions existed in the Home that materially affected the value and desirability of the  
21 Home. These serious adverse conditions included, but are not limited to (discovery and  
22 investigation are ongoing) cracks, tears, separations and/or movement in the concrete flat  
23 work, soil movement, foundation, framing, structural foundation and framing, brickwork,  
24 exterior walls, exterior planters, exterior retaining walls, fireplace and chimney, interior walls  
25 and ceilings, and interior floors. All of these adverse conditions that existed in the Home when  
26 the Chaney Shapiro Defendants purchased the Home shall be collectively referred to as  
27 "Adverse Conditions". The Adverse Conditions were warning/red flag indicators of the  
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1 presence of material and serious adverse conditions that materially affect the value and  
2 desirability of the Home.

3 37. After buying the Home, and prior to selling the Home to Plaintiff, the Cheney  
4 Shapiro Defendants, the Contractor Defendants, the Engineering Defendants, and Doe  
5 Defendants 1-250 redesigned, rehabilitated, renovated, and repaired the problems, and  
6 performed other construction and engineering activities. These activities covered up and/or  
7 appeared to remedy the red flags – the Adverse Conditions. These activities had the further  
8 effect of making the Home appear to be devoid of prior problems. Among other things,  
9 Defendants retro-fitted, added, and repaired geotechnical, structural and seismic systems,  
10 including but not limited to the retaining walls, foundation, framing, walls, ceilings, concrete.  
11 Further, Defendants made extensive repairs, modifications, and additions to significant portions  
12 of the Home, including but not limited to the Adverse Conditions - retaining walls, planter  
13 boxes, other exterior walls, concrete flatwork, exterior brick work, the foundation systems,  
14 seismic elements, interior walls, interior ceilings, interior floors, and roofs. Defendants also  
15 built an addition to the home – a new bedroom on the top floor attic. All of the work  
16 performed by the Defendants is collectively referred to as “Construction and Engineering  
17 Services”. The effect of the Construction and Engineering Services was to conceal the Adverse  
18 Conditions, and deceptively make the Home appear to be problem free and devoid of prior  
19 problems. The Construction and Engineering Services were a cosmetic cover up of the  
20 problems, including the Adverse Conditions and other conditions. At the time they performed  
21 the Construction and Engineering Services, Defendants knew that the Construction and  
22 Engineering Services were deficient and defective and inadequate. The Construction and  
23 Engineering Services performed by Defendants are collectively referred to as the “Defects”.  
24 Defendants knew, and/or should have known, at the time they performed the Construction and  
25 Engineering Services, when the Defendants put the Home up for sale, when Defendants  
26 performed their inspection and their disclosures, and when they sold the Home to Plaintiff, that  
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1 the Home suffered from Adverse Conditions, Defects, and other deficient and defective  
2 conditions that materially affected the value and desirability of the Home.

3 38. In performing the Construction and Engineering Services, the Defendants  
4 covered up and concealed the Adverse Conditions and the Defects and other material  
5 conditions.

6 39. Plaintiff is informed and believes and thereon alleges that Defendants performed  
7 the Construction and Engineering Services in a manner that was deficient, defective, in violation  
8 of applicable building codes and local ordinances and requirements, beyond the scope of  
9 permits, and/or not permitted (the Construction and Engineering Services are also collectively  
10 referred to as the "Defects").

11 40. The Defects and the Adverse Conditions and other conditions materially affected  
12 the value and desirability of the Home.

13 41. Plaintiff is informed and believes, and on that basis alleges, that the Cheney  
14 Shapiro Defendants, the Shapiro-Silverwood Defendants, and the Contractor Defendants knew  
15 or should have known about the Adverse Conditions and the Defects and other material  
16 conditions at the time they sold the home to Plaintiff.

17 42. When the Chaney Shapiro Defendants sold the Home to Plaintiff, they did not  
18 disclose the Adverse Conditions and the Defects and other conditions.

19 43. The Shapiro-Silverwood Defendants, acting as the selling agent for the Chaney  
20 Shapiro Defendants when the home was sold to Plaintiff, did not disclose the Adverse  
21 Conditions and the Defects and other conditions.

22 44. The Cheney Shapiro Defendants and the Shapiro-Silverwood Defendants misled  
23 Plaintiff by failing to disclose the Defects and the Adverse Conditions and other conditions.

24 45. The presence in the Home of the Defects and the Adverse Conditions and other  
25 conditions are material facts affecting the value and desirability of the Home.

26 46. Plaintiff would not have purchased the Home had he known of the Defects and  
27 the Adverse Conditions and other conditions.

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1           47.     Plaintiff took possession of the Home after the escrow closed in 2014. Within  
2 the last year, Plaintiff discovered the Defects and the Adverse Conditions.

3           48.     Plaintiff has attempted to mediate this dispute with the Defendants.

4                               **FIRST CAUSE OF ACTION**

5     (Damages for Negligence – Failure to Disclose Against the Cheney Shapiro Defendants and the  
6                               Shapiro-Silverwood Defendants and Does 1 through 250)

7           49.     Plaintiff hereby repeats and realleges each and every prior allegation with the  
8 same force and effect as if fully set forth herein.

9           50.     Defendants, by reason of their relationships and activities alleged in this  
10 Complaint, knew or should have known of the presence of facts and conditions that materially  
11 affect the value or desirability of the Home, including but not limited to the Adverse Conditions  
12 and Defects at the Home, and other facts and conditions that materially affect the value or  
13 desirability of the Home.

14           51.     Defendants owed Plaintiff a duty to comply with disclosure laws, be truthful, and  
15 disclose all facts and conditions that materially affect the value or desirability of the Home,  
16 including but not limited to the Adverse Conditions and Defects at the Home, and any other  
17 facts and/or conditions that materially affect the value or desirability of the Home, the  
18 existence of which the Defendants knew or should have known before the Home was sold to  
19 Plaintiff.

20           52.     Plaintiff is informed and believes, and on that basis alleges, that before or at the  
21 time the Home was sold to Plaintiff, the Defendants knew or should have known of the  
22 existence of facts and/or conditions that materially affect the value or desirability of the Home,  
23 including but not limited to the Adverse Conditions and Defects at the Home, but failed to tell  
24 the truth about, and disclose to Plaintiff the facts and/or conditions that materially affect the  
25 value or desirability of the Home, including but not limited to the Adverse Conditions and  
26 Defects.

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1           53.    The existence of facts and/or conditions, the Adverse Conditions, and the  
2 Defects at the Home are facts that materially affect the value and/or desirability of the Home.

3           54.    Had the existence of facts and/or conditions, the Adverse Conditions, and the  
4 Defects been disclosed to Plaintiff prior to the sale, Plaintiff would not have purchased the  
5 Home.

6           55.    As a direct and proximate result of the facts and/or conditions, the Defects and  
7 the Adverse Conditions and the Defendants' conduct, Plaintiff has been damaged in an amount  
8 which will exceed the jurisdictional limit of this Court, which amount will be proven at trial.  
9 These damages include, and are not limited to, the following, as well as others which will be  
10 determined at the time of trial:

- 11                   a.   Property damage, including damages to various areas, portions, systems,  
12                   and/or components of the Home, wall coverings, floor coverings, drywall,  
13                   framing and roof components, fireplace, personal property, etc., which were  
14                   and are the legal/proximate consequence and/or result of the Adverse  
15                   Conditions and Defects;
- 16                   b.   Costs to hire experts, consultants, engineers, architects, and contractors to  
17                   investigate, formulate repairs, redesign, fix, and reconstruct the Adverse  
18                   Conditions and the Defects and other conditions;
- 19                   c.   Costs to correct and repair the Adverse Conditions and Defects and other  
20                   conditions, including tear out costs, demolition costs, reconstruction costs,  
21                   and reinstallation costs, such that the Home conforms to applicable building  
22                   codes, statutes, local ordinances.
- 23                   d.   Relocation and loss of use costs, additional living expenses, moving and  
24                   storage costs, and related costs when repairs are effectuated;
- 25                   e.   Diminution in value of the Home which is the legal/proximate result of the  
26                   Adverse Conditions and Defects and other conditions;

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f. Additional damages of which Plaintiff is presently unaware, but which will be proven at the time of trial.

g. At present, damages are estimated to be no less than \$500,000.

## **SECOND CAUSE OF ACTION**

(Damages for Negligent Misrepresentation Against the Cheney Shapiro Defendants and the Shapiro-Silverwood Defendants and Does 1 through 250)

56. Plaintiff hereby repeats and realleges each and every allegation of Paragraphs 1 through 35, inclusive, set forth above, with the same force and effect as if fully set forth herein.

57. Defendants, by reason of their relationships and activities alleged in this Complaint, knew or should have known of the presence of facts and conditions that materially affect the value or desirability of the Home, including but not limited to the Adverse Conditions and Defects at the Home, and other facts and conditions that materially affect the value or desirability of the Home.

58. Accordingly, Defendants had a duty to be truthful and honest, and to disclose all facts and conditions that materially affect the value or desirability of the Home, including but not limited to the Adverse Conditions and Defects at the Home, and any other conditions that materially affect the value or desirability of the Home.

59. Defendants either knew or should have known that the Plaintiff would rely upon Defendants' representations, including, but not limited to, the omissions in the Sellers' Real Estate Transfer Disclosure Statement, the Seller's Property Questionnaire ("SPQ"), and the Agent Visual Inspection Disclosure Form, regarding the existence of facts and conditions, the Defects, and the Adverse Conditions that materially affect the value and/or desirability of the Home.

60. As a direct and proximate result of the Defendants' conduct, Plaintiff has been damaged in an amount which will exceed the jurisdictional limit of this Court, which amount

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1 will be proven at trial. These damages include all damages alleged in this Complaint and  
2 incorporated herein. At present, damages are estimated to be no less than \$500,000.

3 61. In failing to disclose, actively concealing and making misrepresentations to  
4 Plaintiff, the Defendants acted fraudulently, willfully and oppressive, with knowledge that  
5 Plaintiff would rely upon the Defendants' misrepresentations. As a consequence thereof,  
6 Plaintiff is entitled to punitive damages in an amount to be proved at trial – which will be  
7 sufficient to punish the Defendants.

8  
9 **THIRD CAUSE OF ACTION**

10 (Damages for Fraud Against the Cheney Shapiro Defendants and the Shapiro-Silverwood  
11 Defendants and Does 1 through 250)

12 62. Plaintiff hereby repeats and realleges each and every prior allegation with the  
13 same force and effect as if fully set forth herein.

14 63. Plaintiff is informed and believes, and based thereon alleges, that, by virtue of  
15 the acts and relationships alleged in this Complaint, the Cheney Shapiro Defendants and the  
16 Shapiro-Silverwood Defendants knew or should have known of the presence of the Adverse  
17 Conditions and Defects at the Home, and any other facts and conditions that materially affect  
18 the value or desirability of the Home.

19 64. Accordingly, Defendants had a duty to be truthful and honest and to disclose all  
20 facts and conditions that materially affect the value or desirability of the Home, including but  
21 not limited to the Adverse Conditions and Defects at the Home, and any other conditions that  
22 materially affect the value or desirability of the Home.

23 65. The presence of the facts and conditions, the Adverse Conditions, and the  
24 Defects, among other matters, materially affect the value and desirability of the Home.

25 66. Plaintiff is informed and believes, and on that basis alleges, that the Cheney  
26 Shapiro Defendants and the Shapiro-Silverwood Defendants failed to disclose the Adverse  
27 Conditions and Defects in the Home although they were known, required to be disclosed and  
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1 would affect the value and desirability of the Home. Further the Cheney Shapiro Defendants  
2 and the Shapiro-Silverwood Defendants actively concealed from Plaintiff the Adverse  
3 Conditions and Defects.

4 67. Plaintiff is further informed and believes and on that basis alleges that, when the  
5 Cheney Shapiro Defendants and the Shapiro-Silverwood Defendants failed to disclose, the  
6 actively concealed and made misrepresentations to the Plaintiff as alleged above, they knew  
7 the true facts and did so with the intention to deceive and defraud Plaintiff and to induce  
8 Plaintiff to act in reliance on the non-disclosure, concealment and misrepresentations and  
9 purchase the Home.

10 68. Plaintiff was ignorant of the true facts. In reliance on the Cheney Shapiro  
11 Defendants and the Shapiro-Silverwood Defendants non-disclosures, concealments and  
12 misrepresentations before the time of sale of the Home, Plaintiff was induced to, and did,  
13 purchase the Home.

14 69. The true facts are that the Home suffers from Adverse Conditions, Defects, and  
15 other conditions that materially affect the value and desirability of the Home.

16 70. Had the true condition of the Home been disclosed to Plaintiff before the sale,  
17 Plaintiff would not have purchased the Home.

18 71. As a direct and proximate result of the Defendants' conduct, Plaintiff has been  
19 damaged in an amount which will exceed the jurisdictional limit of this Court, which amount  
20 will be proven at trial. These damages include all damages alleged in this Complaint and  
21 incorporated herein. At present, damages are estimated to be no less than \$500,000.

22 72. In failing to disclose, actively concealing and making misrepresentations to  
23 Plaintiff, the Defendants acted fraudulently, willfully and oppressive, with knowledge that  
24 Plaintiff would rely upon the Defendants' misrepresentations. As a consequence thereof,  
25 Plaintiff is entitled to punitive damages in an amount to be proved at trial – which will be  
26 sufficient to punish the Defendants.

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**FOURTH CAUSE OF ACTION**

(Damages for Negligence Against the Cheney Shapiro Defendants and the Contractor  
Defendants and Does 1 through 250)

73. Plaintiff hereby repeats and realleges each and every prior allegation with the same force and effect as if fully set forth herein.

74. The Defendants owed Plaintiff a duty not to ignore, not to cover up, and not to give a false impression of the nature of facts and conditions that materially affect the value and desirability of the Home, including but not limited to the Adverse Conditions and Defects. The Defendants owed Plaintiff a duty to properly retrofit, rehabilitate, and repair the Home.

75. Plaintiff is informed and believes and on that basis alleges that, before or at the time Defendants sold the Home to Plaintiff, Defendants covered up, concealed, and negligently rehabilitated, repaired and/or retro-fitted the facts and conditions, the Adverse Conditions and the Defects.

76. The facts and conditions, including but not limited to the Adverse Conditions and Defects are facts that materially affect the value and desirability of the Home.

77. Had the existence of the facts and conditions, including but not limited to the Adverse Conditions and Defects been disclosed to Plaintiff prior to the sale, Plaintiff would not have purchased the Home.

78. As a direct and proximate result of the Defendants' conduct, Plaintiff has been damaged in an amount which will exceed the jurisdictional limit of this Court, which amount will be proven at trial. These damages include all damages alleged in this Complaint and incorporated herein. At present, damages are estimated to be no less than \$500,000.

**FIFTH CAUSE OF ACTION**

(Damages for Failure to Disclose Pursuant to Civil Code § 1102, et seq. Against the Cheney  
Shapiro Defendants and Does 1 through 250)



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1           79.     Plaintiff hereby repeats and realleges each and every prior allegation with the  
2 same force and effect as if fully set forth herein.

3           80.     Civil Code §§ 1102, et seq., requires the transferor of any residential real  
4 property to deliver a written Real Estate Transfer Disclosure Statement as specified in Civil Code  
5 § 1102.6.

6           81.     The Cheney Shapiro Defendants signed the Real Estate Transfer Disclosure  
7 Statement and did not disclose the Defects and the Adverse Conditions in the Home.

8           82.     The facts and circumstances, including but not limited to the Adverse Conditions  
9 and the Defects, are of such a nature that they require disclosure – they materially affect the  
10 value and desirability of the home.

11           83.     Plaintiff is informed and believes and on that basis alleges that the Defendants  
12 knew of the facts and circumstances, including but not limited to the Adverse Conditions and  
13 the Defects at the Home and had a duty to disclose the facts and circumstances, including but  
14 not limited to the Defects and the Adverse Conditions, which were unknown to Plaintiff.

15           84.     As a direct and proximate result of the Defendants' conduct, Plaintiff has been  
16 damaged in an amount which will exceed the jurisdictional limit of this Court, which amount  
17 will be proven at trial. These damages include all damages alleged in this Complaint and  
18 incorporated herein. At present, damages are estimated to be no less than \$500,000.

19  
20                                   **SIXTH CAUSE OF ACTION**

21           (For Damages for Breach of Contract Against the Cheney Shapiro Defendants and Does 1  
22 through 250)

23           85.     Plaintiff hereby repeats and realleges each and every prior allegation with the  
24 same force and effect as if fully set forth herein.

25           86.     The Purchase Contract, Section 6, required the Cheney Shapiro Defendants to  
26 provide disclosures, including a Real Estate Transfer Disclosure Statement ("TDS"), and a C.A.R.

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1 Form SPQ, both of which required the Cheney Shapiro Defendants to disclose Adverse  
2 Conditions and Defects at the Home.

3 87. The Cheney Shapiro Defendants signed the Purchase Contract, the Real Estate  
4 Transfer Disclosure Statement, and the C.A.R. Form SPQ, but they did not disclose the Adverse  
5 Conditions and the Defects at the Home.

6 88. The Adverse Conditions and the Defects are matters that require disclosure on  
7 the Real Estate Transfer Disclosure Statement and the C.A.R. Form SPQ. Additionally, the  
8 Adverse Conditions and the Defects are facts that materially affect the value and desirability of  
9 the Home and which the Contract required the Cheney Shapiro Defendants to disclose to  
10 Plaintiff.

11 89. Plaintiff is informed and believes, and based thereon alleges, that, by virtue of  
12 their conduct as alleged in this Complaint, the Defendants knew or should have known of the  
13 facts and circumstances, including but not limited to the Adverse Conditions and the Defects  
14 existing at the Home.

15 90. Defendants' failure to disclose the material facts and circumstances, including  
16 but not limited to the Adverse Conditions and the Defects, amounts to a material breach of the  
17 terms and conditions of the Purchase Contract.

18 91. Plaintiff has performed all of the obligations required to be performed by the  
19 Plaintiff under the Purchase Contract.

20 92. As a direct and proximate result of the Defendants' conduct, Plaintiff has been  
21 damaged in an amount which will exceed the jurisdictional limit of this Court, which amount  
22 will be proven at trial. These damages include all damages alleged in this Complaint and  
23 incorporated herein. At present, damages are estimated to be no less than \$500,000.

24  
25 **SEVENTH CAUSE OF ACTION**

26 (For Damages for Breach of the Implied Covenant of Good Faith and Fair Dealing Against the  
27 Chaney Shapiro Defendants and Does 1 through 250)  
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1           93.     Plaintiff hereby repeats and realleges each and every prior allegation with the  
2 same force and effect as if fully set forth herein.

3           94.     There is implied in every contract in California a covenant of good faith and fair  
4 dealing which requires that neither party do anything which will injure the right of the other  
5 party to receive the benefit of the contract.

6           95.     Defendants have breached the covenant of good faith and fair dealing as implied  
7 in the Purchase Agreement, by (1) failing to disclose the Defects and the Adverse Conditions;  
8 and (2) failing to provide Plaintiff with copies of reports of all inspections that took place prior  
9 to Defendants' sale of the home to Plaintiff.

10          96.     As a direct and proximate result of the Defendants' conduct, Plaintiff has been  
11 damaged in an amount which will exceed the jurisdictional limit of this Court, which amount  
12 will be proven at trial. These damages include all damages alleged in this Complaint and  
13 incorporated herein, including all costs and expenses relative to the repair of the Home and  
14 relative to the assessment and remediation of the Defects, plus attorney's fees, costs and  
15 interest. At present, damages are estimated to be no less than \$500,000.

16  
17                   **EIGHTH CAUSE OF ACTION**

18           (Negligence Against the Shapiro-Silverwood Defendants and Does 1 through 250)

19          97.     Plaintiff hereby repeats and realleges each and every prior allegation with the  
20 same force and effect as if fully set forth herein.

21          98.     Defendants owed Plaintiff a duty to be honest and truthful, and to conduct and  
22 competent and diligent visual inspection of the property and to disclose all facts that materially  
23 affect the value and desirability of the property and to provide a written disclosure statement  
24 to Plaintiff.

25          99.     Plaintiff is informed and believes, and on that basis allege, that the Shapiro-  
26 Silverwood Defendants breached their aforementioned duties in the sale of the Home to  
27 Plaintiff. The Shapiro-Silverwood Defendants failed to be honest and truthful; failed to conduct  
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1 a competent and diligent inspection of the Home; failed to disclose to Plaintiff the condition of  
2 the Home prior to the Construction and Engineering Services; failed to disclose that the Adverse  
3 Conditions were covered up and concealed by the Construction and Engineering Services; failed  
4 to disclose that the Construction and Engineering Services did not comply with the building  
5 permits. Discovery and investigation are continuing. Plaintiff is informed and believes and  
6 thereon alleges that the alleged facts were known to the Shapiro-Silverwood Defendants  
7 because defendant Kenneth Howard Shapiro is the father of defendant Cheney A. Shapiro and  
8 was involved in the Cheney Shapiro Defendants' acquisition of the Home, the Construction and  
9 Engineering Services, and the sale of the Home to Plaintiff. The Adverse Conditions and the  
10 Defects are facts that materially affect the value and desirability of the Home.

11 100. The Adverse Conditions and the Defects at the Home are facts that materially  
12 affect the value of the Home.

13 101. Had the Shapiro-Silverwood Defendants complied with their obligations prior to  
14 the sale, Plaintiff would not have purchased the Home.

15 102. As a direct and proximate result of the Defendants' violation of their duties and  
16 the law, Plaintiff has sustained damages as that will exceed the jurisdictional minimum, in an  
17 amount to be proven at trial. These damages include all damages alleged in this Complaint, and  
18 further include but are not limited to all costs and expenses relative to the Home and relative to  
19 the investigation, evaluation, assessment, remediation, removal and repair of the Defects and  
20 the Adverse Conditions, plus costs and interest. At present, damages are estimated to be no  
21 less than \$500,000.

#### 22 23 **NINTH CAUSE OF ACTION**

24 (Breach of Fiduciary Duty Against the Podley Defendants and Does 1 through 250)

25 103. Plaintiff hereby repeats and realleges each and every prior allegation with the  
26 same force and effect as if fully set forth herein.  
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1           104.    The Podley Defendants at all times owed to Plaintiff a fiduciary duty because  
2 they were Plaintiff's real estate agents and broker for Plaintiff's purchase of the Home, and  
3 because Plaintiff reposed trust and confidence in and upon the skills, integrity and fidelity of  
4 the Podley Defendants. These Defendants were obligated to provide undivided loyalty and  
5 service to Plaintiff in the same fashion as a trustee must provide to a beneficiary and they were  
6 required to provide Plaintiff with the utmost diligent and faithful service and act in the highest  
7 good faith in the disposition of their duties.

8           105.    At all times, Defendants were under a fiduciary duty to, among other matters:

- 9           a.   Understand and explain to Plaintiff the nature of the Home (on a hillside);  
10           arrange for appropriate inspections, investigations, and evaluations of the  
11           red flags and issues involved in purchasing the Home; explain the risks buying  
12           the Home.
- 13           b.   Arrange for the investigation of the red flags.
- 14           c.   Arrange for the investigation and inspection of the Home that is reasonably  
15           consistent with the previous buyer's investigation of the Home.
- 16           d.   Investigate, obtain documents, and explain to Plaintiff the facts and  
17           circumstances of a previous buyer's effort to buy the property before  
18           Plaintiff.
- 19           e.   Refer and arrange for competent and appropriate inspectors and inspections;
- 20           f.   Investigate and verify the information the Podley Defendants received from  
21           Sellers, inspectors, prior efforts to sell the Home, or to disclose to the  
22           Plaintiff that the information was not verified.
- 23           g.   Confirm from the Cheney Shapiro Defendants and the Shapiro-Silverwood  
24           Defendants the scope and nature of all work performed by or on behalf of  
25           the Defendants at the Home, including the Construction and Engineering  
26           Services.

- h. Confirm from the Defendants the condition of the Home before the Construction and Engineering Services.
- i. Confirm with the Defendants that the Construction and Engineering Services were permitted and properly engineered.
- j. Obtain the facts pertaining to a previous buyer's failed effort to complete the purchase of the Home.
- k. Obtain the nature of, and copies of, all inspection reports performed by or on behalf of any party during a prior buyer's unsuccessful purchase of the Home.
- l. Exercise ordinary and reasonable care in acting as Plaintiffs' agent and broker in the purchase of the Home.
- m. Ensure that the Cheney Shapiro Defendants and the Shapiro-Silverwood Defendants complied with all their obligations.

106. The Podley Defendants failed to perform in compliance with the above stated duties. By doing and/or omitting to do the acts and things alleged above and in this Complaint, and by failing to perform necessary acts and obtain documents and information, and by failing to make truthful, accurate and complete disclosures to Plaintiff as required, the Podley Defendants breached their fiduciary duties owed to Plaintiff.

107. The Podley Defendants' breaches and violations of their fiduciary duties and the law proximately caused the damages alleged in this Complaint; the damages alleged in this Complaint resulted from acts and omissions which these laws were designed to prevent. Plaintiff was a member of the class of persons for whose protection said laws were adopted.

108. As a direct and proximate result of the violation of their fiduciary duties and the law, Plaintiff has sustained damages as that will exceed the jurisdictional minimum, in an amount to be proven at trial. These damages include all damages alleged in this Complaint, and further include but are not limited to all costs and expenses relative to the Home and relative to the investigation, evaluation, assessment, remediation, removal and repair of the Defects and

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1 the Adverse Conditions, plus attorneys' fees, costs, interest and punitive damages. At present,  
2 damages are estimated to be no less than \$500,000.

3  
4 **TENTH CAUSE OF ACTION**

5 (Negligence Against the Podley Defendants and Does 1 through 250)

6 109. Plaintiff hereby repeats and realleges each and every prior allegation with the  
7 same force and effect as if fully set forth herein.

8 110. Defendants owed the Plaintiff a duty to exercise ordinary and reasonable care in  
9 acting as Plaintiff's agent in all aspects of the purchase of the Home. The Podley Defendants  
10 owed Plaintiff a duty to advise and guide Plaintiff in the issues involved with the purchase of a  
11 hillside home. The Podley Defendants owed Plaintiff a duty to disclose to Plaintiff the  
12 information and knowledge in their possession or that should have been in their possession, or  
13 was easily ascertainable by the Podley Defendants regarding the conditions, Adverse  
14 Conditions, and Defects in the Home.

15 111. At all times, Defendants owed Plaintiff a duty to, among other matters:

- 16 a. Understand and explain to Plaintiff the nature of the Home (on a hillside);  
17 arrange for appropriate inspections, investigations, and evaluations of the  
18 red flags and issues involved in purchasing the Home; explain the risks buying  
19 the Home.  
20 a. Arrange for the investigation of the red flags.  
21 b. Arrange for the investigation and inspection of the Home that is reasonably  
22 consistent with the previous buyer's investigation of the Home.  
23 c. Investigate, obtain documents, and explain to Plaintiff the facts and  
24 circumstances of a previous buyer's effort to buy the property before  
25 Plaintiff.  
26 d. Refer and arrange for competent and appropriate inspectors and inspections;

- e. Investigate and verify the information the Podley Defendants received from Sellers, inspectors, prior efforts to sell the Home, or to disclose to the Plaintiff that the information was not verified.
- f. Confirm from the Cheney Shapiro Defendants and the Shapiro-Silverwood Defendants the scope and nature of all work performed by or on behalf of the Defendants at the Home, including the Construction and Engineering Services.
- g. Confirm from the Defendants the condition of the Home before the Construction and Engineering Services.
- h. Confirm with the Defendants that the Construction and Engineering Services were permitted and properly engineered.
- i. Obtain the facts pertaining to a previous buyer's failed effort to complete the purchase of the Home.
- j. Obtain the nature of, and copies of, all inspection reports performed by or on behalf of any party during a prior buyer's unsuccessful purchase of the Home.
- k. Exercise ordinary and reasonable care in acting as Plaintiffs' agent and broker in the purchase of the Home.
- l. Ensure that the Cheney Shapiro Defendants and the Shapiro-Silverwood Defendants complied with all their obligations.

112. The Podley Defendants failed to exercise the degree of care that a reasonably prudent real estate agent, broker and licensee would exercise in connection with the obligations imposed by the law, and failed to perform in compliance with the above duties.

113. Had the Defendants complied with their duties prior to the sale, Plaintiff would not have purchased the Home.

114. As a direct and proximate result of the Defendants' violation of their fiduciary duties and the law, Plaintiff has sustained damages as that will exceed the jurisdictional



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1 minimum, in an amount to be proven at trial. These damages include all damages alleged in  
2 this Complaint, and further include but are not limited to all costs and expenses relative to the  
3 Home and relative to the investigation, evaluation, assessment, remediation, removal and  
4 repair of the Defects and the Adverse Conditions, plus costs and interest. At present, damages  
5 are estimated to be no less than \$500,000.

### 7 **ELEVENTH CAUSE OF ACTION**

8 (Damages for Negligence/Negligence Per Se Against  
9 the Home Inspection Defendants and Does 1 through 250)

10 115. Plaintiff hereby repeats and realleges each and every prior allegation with the  
11 same force and effect as if fully set forth herein.

12 116. The Home Inspection Defendants were at all times herein mentioned home  
13 inspection service companies, and/or contractors, and/or engineers, and were hired by Plaintiff  
14 or others to inspect the Home before the close of escrow between Plaintiff and the Chaney  
15 Shapiro Defendants.

16 117. Defendants had a duty as home inspectors to use due care in their inspections  
17 and reports they provided to Plaintiff. Defendants also had a duty to be qualified to inspect,  
18 investigate, report, and/or render opinions on the subject of their inspection. However, these  
19 Defendants failed to exercise the degree of care that a reasonably prudent inspector would  
20 exercise in that they not only underestimated the extent of the Defects and the Adverse  
21 Conditions, but failed to discover the Defects and Adverse Conditions altogether. Furthermore,  
22 the Home Inspection Defendants were not qualified to to inspect, investigate, report, and/or  
23 render opinions on the subject of their inspection.

24 118. California Bus. & Prof. Code section 7195(b) states: "A 'material defect' is a  
25 condition that significantly affects the value, desirability, habitability, or safety of the dwelling.  
26 Style or aesthetics shall not be considered in determining whether a system, structure, or  
27 component is defective."  
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1           119. California Bus. & Prof. Code section 7195(a)(1) states: "'Home inspection' is a  
2 noninvasive, physical examination, performed for a fee in connection with a transfer, as defined  
3 in subdivision (e), of real property, of the mechanical, electrical, or plumbing systems or the  
4 structural and essential components of a residential dwelling of one to four units designed to  
5 identify material defects in those systems, structures and components. "Home inspection"  
6 includes any consultation regarding the property that is represented to be a home inspection or  
7 any confusingly similar term."

8           120. Pursuant to Bus. & Prof. Code section 7195(a)(1), the Home Inspection  
9 Defendants had a duty to inspect the Home's "structural and essential components", and to  
10 "identify material defects in those systems".

11           121. The Home Inspection Defendants violated the duties set forth in Bus. & Prof.  
12 Code sections 7195 and 7196 as they did not observe and/or identify the Adverse Conditions  
13 and Defects during their inspection of the Home.

14           122. The Home Inspection Defendants violated the duties set forth in Bus. & Prof.  
15 Code sections 7195 and 7196 as they did not report the Adverse Conditions and the Defects.

16           123. As a direct and proximate result of the Defendants' violation of their duties and  
17 the law, Plaintiff has sustained damages as that will exceed the jurisdictional minimum, in an  
18 amount to be proven at trial. These damages include all damages alleged in this Complaint, and  
19 further include but are not limited to all costs and expenses relative to the Home and relative to  
20 the investigation, evaluation, assessment, remediation, removal and repair of the Defects and  
21 the Adverse Conditions, plus costs and interest. At present, damages are estimated to be no  
22 less than \$500,000.

## 23 24   **TWELFTH CAUSE OF ACTION**

25           (Breach of Contract Against the Home Inspection Defendants and Does 1 through 250)

26           124. Plaintiff hereby repeats and realleges each and every prior allegation with the  
27 same force and effect as if fully set forth herein.  
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1           125. Plaintiff and the Home Inspection Defendants entered into a written agreements  
2 ("Home Inspection Contracts") for the Home Inspection Defendants to provide inspection  
3 services for the Home.

4           126. Plaintiff is the Third Party Beneficiary of other home inspection services  
5 performed on the home prior to the Chaney Shapiro Defendants' sale of the Home to Plaintiff.

6           127. Plaintiff is informed and believes and thereon alleges that the Home Inspection  
7 Contracts required the Defendants to inspect the Home "in compliance with generally accepted  
8 standards of practice . . . ." These generally accepted standards of practice include the  
9 standards of California Bus. & Prof. Code sections 7195 and 7196, as well as the standards of  
10 practice and code of ethics of organizations such as the California Real Estate Inspection  
11 Association (CREIA), the American Society of Home Inspectors (ASHI), and other nationally  
12 recognized professional home inspection associations such as The International Standards of  
13 Practice For Performing A Home Inspection And The International Code of Ethics For Home  
14 Inspectors (InterNASHI). The aforementioned standards require, among other things, that a  
15 Home Inspector inspect the subject home's structural components, observe and discover the  
16 material defects, and report the material defects.

17           128. Defendants breached the Home Inspection Contracts; they failed to identify and  
18 report the facts and conditions that materially affect the value and desirability of the home,  
19 including but not limited to the Adverse Conditions and the Defects and other conditions, and  
20 they failed to comply with applicable industry standards for home inspectors.

21           129. Plaintiff has performed all of the obligations required to be performed by  
22 Plaintiff under the Home Inspection Contracts.

23           130. As a direct and proximate result of the Defendants' carelessness, negligence,  
24 violation of their duties, and violation of the law, Plaintiff has sustained damages that will  
25 exceed the jurisdictional minimum, in an amount to be proven at trial. These damages include  
26 all damages alleged in this Complaint, and further include but are not limited to all costs and  
27 expenses relative to the Home and relative to the investigation, evaluation, assessment,  
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1 remediation, removal and repair of the Defects and the Adverse Conditions, plus costs and  
2 interest. At present, damages are estimated to be no less than \$500,000.

### 3 4 **THIRTEENTH CAUSE OF ACTION**

5 (Negligence Against the Contractor Defendants, the Cheney Shapiro Defendants, and the  
6 Engineering Defendants and Does 1 through 250)

7 131. Plaintiff hereby repeats and realleges each and every prior allegation with the  
8 same force and effect as if fully set forth herein.

9 132. Defendants were under a duty to exercise ordinary care or otherwise act to  
10 avoid reasonably foreseeable injury to purchasers of the Home, including Plaintiff.

11 133. Plaintiff is informed and believes and thereon alleges that Defendants so  
12 carelessly and negligently planned, designed, engineered constructed, modified, inspected,  
13 retrofitted, remodeled, and/or performed work and services at the Home to directly and  
14 proximately cause defects and damages to the Home.

15 134. Plaintiff is informed and believes and thereon alleges that Defendants carelessly  
16 and negligently performed the Construction and Engineering Services.

17 135. Plaintiff is informed and believes and thereon alleges that Defendants' conduct  
18 and the transaction at issue, as alleged in this Complaint, were intended to affect the class of  
19 people of whom Plaintiff is a member, namely, buyers of retrofitted, rehabilitated, and/or  
20 remodeled homes, such as the Home.

21 136. Defendants knew or should have foreseen with reasonable certainty that buyers  
22 of retrofitted, rehabilitated, and/or remodeled homes, including the Home, would suffer the  
23 damages set forth herein if Defendants failed to perform their duty to cause the retrofit,  
24 rehabilitation, and remodel of the Home to be planned, designed, engineered, constructed,  
25 modified, inspected, retrofitted, remodeled, in a proper and workmanlike manner and fashion.

26 137. As a direct and proximate result of the Defendants' carelessness, negligence,  
27 violation of their duties, and violation of the law, Plaintiff has sustained damages that will  
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1 exceed the jurisdictional minimum, in an amount to be proven at trial. These damages include  
2 all damages alleged in this Complaint, and further include but are not limited to all costs and  
3 expenses relative to the Home and relative to the investigation, evaluation, assessment,  
4 remediation, removal and repair of the Defects and the Adverse Conditions, plus costs and  
5 interest. At present, damages are estimated to be no less than \$500,000.  
6

#### 7 **FOURTEENTH CAUSE OF ACTION**

8 (Negligence Per Se Against the Contractor Defendants, the Cheney Shapiro Defendants, and the  
9 Engineering Defendants and Does 1 through 250)

10 138. Plaintiff hereby repeats and realleges each and every prior allegation with the  
11 same force and effect as if fully set forth herein.

12 139. Pursuant to provisions of the then-applicable building codes, statutes, local  
13 ordinances and requirements, including but not limited to the California building code, local  
14 building codes and ordinances, Defendants owed duties and non-delegable duties to plan,  
15 design, engineer, construct, modify, inspect, retrofit, remodel, and/or perform work and  
16 services in accordance with the requirements of the building codes, local ordinances, local  
17 requirements, and statutes.

18 140. Plaintiffs are informed and believe and thereon allege that Defendants breached  
19 their duties as they negligently planned, designed, engineered, constructed, modified,  
20 inspected, retrofitted, remodeled, performed work and services, including the Construction and  
21 Engineering Services, and/or failed to comply with building codes, local ordinances, local  
22 requirements, and statutes at the Home.

23 141. As a direct and proximate result of the Defendants' negligence and failure to  
24 comply with building codes, local ordinances, local requirements, and statutes, the Home has  
25 various violations of building codes, local ordinances, local requirements, and statutes.

26 142. Plaintiff is a member of the class of persons for whose protection the building  
27 codes, local ordinances, local requirements, and statutes were adopted.  
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1 143. By virtue of their violations of the applicable building codes, local ordinances,  
2 local requirements, and statutes, Defendants breached their respective duties of care to  
3 Plaintiff.

4 144. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained  
5 damages that will exceed the jurisdictional minimum, in an amount to be proven at trial. These  
6 damages include all damages alleged in this Complaint, and further include but are not limited  
7 to all costs and expenses relative to the Home and relative to the investigation, evaluation,  
8 assessment, remediation, removal and repair of the Defects and the Adverse Conditions, plus  
9 costs and interest. At present, damages are estimated to be no less than \$500,000.

#### 11 FIFTEENTH CAUSE OF ACTION

12 (Breach of Implied Warranty Against the Contractor Defendants, the Cheney Shapiro  
13 Defendants, the Engineering Defendants and Does 1 through 250)

14 145. Plaintiff hereby repeats and realleges each and every prior allegation with the  
15 same force and effect as if fully set forth herein.

16 146. Defendants impliedly warranted that the Construction and Engineering Services  
17 performed at the Home were performed in a commercially reasonable, habitable, and good and  
18 workmanlike manner, and for the use intended.

19 147. Plaintiff is informed and believes and thereon alleges that Defendants did not  
20 perform the Construction and Engineering Services at the Home in a commercially reasonable,  
21 habitable, and good and workmanlike manner, and did not perform the Construction and  
22 Engineering Services at the Home in a manner that was fit for their intended use.

23 148. As a direct and proximate result of the Defendants' conduct, Plaintiff has  
24 sustained damages that will exceed the jurisdictional minimum, in an amount to be proven at  
25 trial. These damages include all damages alleged in this Complaint, and further include but are  
26 not limited to all costs and expenses relative to the Home and relative to the investigation,  
27 evaluation, assessment, remediation, removal and repair of the Defects and the Adverse  
28

Hartmann & Kananen  
5743 Corsia Ave, Ste. 119  
Westlake Village, CA 91362  
(818) 710-0151  
FAX (818) 710-0191

1 Conditions, plus costs and interest. At present, damages are estimated to be no less than  
2 \$500,000.

3  
4 **PRAYER FOR RELIEF**

5 WHEREFORE, the Plaintiff prays for judgment as follows:

6 **ALL CAUSES OF ACTION:**

- 7 1. For damages in the amount proven at trial;  
8 2. For the costs of suit;  
9 3. For attorney's fees against the Chaney Shapiro Defendants as allowed by  
10 contract and by law; and  
11 4. For such other and further relief as the Court deems proper.

12  
13 **AS TO THE THIRD AND NINTH CAUSES OF ACTION**

- 14 1. For damages in the amount proven at trial;  
15 2. For the costs of suit;  
16 3. For attorney's fees against the Chaney Shapiro Defendants as allowed by  
17 contract and by law;  
18 4. For punitive damages as allowed by law;  
19 5. For such other and further relief as the Court deems proper.

20 HARTMANN & KANANEN

21 LAW OFFICES OF TIMOTHY R. LEE

22  
23 DATED: July 25, 2017

24 By: 

25 RONALD A. HARTMANN, ESQ.  
26 TIMOTHY R. LEE, ESQ.  
27 Attorney for Plaintiff David A. Glazer  
28

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07/25/2017

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

HARTMANN & KANANEN  
LAW OFFICES OF TIMOTHY R. LEE

DATED: July 25, 2017

By:   
RONALD A. HARTMANN, ESQ.  
TIMOTHY R. LEE, ESQ.  
Attorney for Plaintiff David A. Glazer

Hartmann & Kananen  
5743 Corsa Ave, Ste. 119  
Westlake Village, CA 91362  
(818) 710-0151  
FAX (818) 710-0191

07/25/2017



# EXHIBIT 1

07/25/2017



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached  
(C.A.R. Form RPA-CA, Revised 4/13)

*Podley*  
PROPERTIES

Date May 31, 2014

**1. OFFER:**

A. THIS IS AN OFFER FROM David Glaser ("Buyer").

B. THE REAL PROPERTY TO BE ACQUIRED is described as 6257 Pine Crest, Los Angeles, Ca 90042  
Assessor's Parcel No. \_\_\_\_\_, situated in  
Los Angeles, County of Los Angeles, California, ("Property").

C. THE PURCHASE PRICE offered is Eight Hundred Seventy-Nine Thousand  
Dollars \$ 879,000.00

D. CLOSE OF ESCROW shall occur on \_\_\_\_\_ (date) (or ☒ 30 Days After Acceptance).

**2. AGENCY:**

A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.

C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent Ken Shapiro (Print Firm Name) is the agent  
of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller.

Selling Agent Podley Properties (Print Firm Name) (if not the same as the  
Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller. Real Estate  
Brokers are not parties to the Agreement between Buyer and Seller.

**3. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 26,370.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, ☐ electronic funds transfer, ☐ other  
within 3 business days after acceptance (or ☐ Other \_\_\_\_\_);

OR (2) (if checked) ☐ Buyer has given the deposit by personal check (or ☐ \_\_\_\_\_)  
to the agent submitting the offer (or to ☐ \_\_\_\_\_),  
made payable to \_\_\_\_\_.

The deposit shall be held  
uncashed until Acceptance and then deposited with Escrow Holder (or ☐ into Broker's trust account) within 3  
business days after Acceptance (or ☐ Other \_\_\_\_\_).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ \_\_\_\_\_  
within \_\_\_\_\_ Days After Acceptance, or ☐ \_\_\_\_\_.

If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate  
liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is Delivered.

**C. LOAN(S):**

(1) FIRST LOAN: In the amount of \$ 505,000.00

This loan will be conventional financing or, if checked, ☐ FHA, ☐ VA, ☐ Seller (C.A.R. Form SFA),  
☐ assumed financing (C.A.R. Form PAA), ☐ Other \_\_\_\_\_. This loan shall be at a fixed  
rate not to exceed \_\_\_\_\_ % or, ☐ an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %.  
Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

(2) ☐ SECOND LOAN: In the amount of \$ \_\_\_\_\_

This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed financing  
(C.A.R. Form PAA), ☐ Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ %  
\_\_\_\_\_ % or, ☐ an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of  
the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

(3) FHA/VA: For any FHA or VA loan specified above, Buyer has 17 (or ☐ \_\_\_\_\_) Days After Acceptance  
to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer  
requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements  
unless otherwise agreed in writing.

**D. ADDITIONAL FINANCING TERMS:** \_\_\_\_\_

E. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 347,630.00  
to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 879,000.00

Buyer's Initials ( LG ) ( \_\_\_\_\_ )

Seller's Initials ( CS ) ( \_\_\_\_\_ )



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RPA-CA REVISED 4/13 (PAGE 1 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 8)

Agent: Linda Seyffert Phone: 626-639-1632 Fax: 626-797-3959 Prepared using zipForm® software  
Broker: Podley Properties - Altadena, 1471 E Altadena Dr. Altadena, CA 91001

07/25/2017

6257 Pine Crest

Property Address: Los Angeles, Ca 90042

Date: May 31, 2014

- G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall, within 7 (or ☐ ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, ☐ verification attached.)
- H. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 7 (or ☐ ) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, ☐ letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL:
- (i) Within 17 (or ☐ ) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;
- OR (ii) (if checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.
- (4) ☐ NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, ☐ If checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or ☐ ) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or ☐ ) Days After Acceptance.
- J. ☐ ALL CASH OFFER (If checked): Buyer shall, within 7 (or ☐ ) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, ☐ verification attached.)
- K. BUYER STATED FINANCING: Buyer has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here, in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- A. INSPECTIONS AND REPORTS:
- (1) ☐ Buyer ☐ Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by \_\_\_\_\_ a registered structural pest control company.
- (2) ☐ Buyer ☒ Seller shall pay to have septic or private sewage disposal systems inspected if applicable
- (3) ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity \_\_\_\_\_
- (4) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by \_\_\_\_\_
- (5) ☐ Buyer ☐ Seller shall pay for the following inspection or report \_\_\_\_\_
- (6) ☐ Buyer ☐ Seller shall pay for the following inspection or report \_\_\_\_\_
- B. GOVERNMENT REQUIREMENTS AND RETROFIT:
- (1) ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.
- (2) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. \_\_\_\_\_
- C. ESCROW AND TITLE:
- (1) ☒ Buyer ☒ Seller shall pay escrow fee Each pays own fees  
Escrow Holder shall be \_\_\_\_\_
- (2) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 12E \_\_\_\_\_  
Owner's title policy to be issued by \_\_\_\_\_  
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)
- D. OTHER COSTS:
- (1) ☐ Buyer ☐ Seller shall pay County transfer tax or fee \_\_\_\_\_
- (2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee \_\_\_\_\_
- (3) ☐ Buyer ☐ Seller shall pay Homeowner's Association ("HOA") transfer fee \_\_\_\_\_
- (4) ☐ Buyer ☐ Seller shall pay HOA document preparation fees \_\_\_\_\_
- (5) ☐ Buyer ☐ Seller shall pay for any private transfer fee \_\_\_\_\_
- (6) ☐ Buyer ☒ Seller shall pay the cost, not to exceed \$ 450.00 \_\_\_\_\_, of a one-year home warranty plan, issued by American Home Shield Flex Plan \_\_\_\_\_, with the following optional coverages:  
☒ Air Conditioner ☐ Pool/Spa ☐ Code and Permit upgrade ☐ Other: \_\_\_\_\_  
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
- (7) ☐ Buyer ☐ Seller shall pay for \_\_\_\_\_
- (8) ☐ Buyer ☐ Seller shall pay for \_\_\_\_\_

Buyer's Initials ( DS ) ( \_\_\_\_\_ )Seller's Initials ( CS ) ( \_\_\_\_\_ )

RPA-CA REVISED 4/13 (PAGE 2 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 8)



David Glazer

07/25/2017

6257 Pine Crest

Property Address: Los Angeles, Ca 90042

Date: May 31, 2014

**5. CLOSING AND POSSESSION:**

- A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or ( ☐ \_\_\_\_\_ ☐ AM ☐ PM) on the date of Close Of Escrow; ☐ on \_\_\_\_\_; or ☐ no later than \_\_\_\_\_ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.
- C. Tenant-occupied property: (i) Property shall be vacant at least 5 (or ☐ \_\_\_\_\_) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR (ii) (if checked) ☐ Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)
- D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

**6. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or SSD).
- (2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (4) If any disclosure or notice specified in 6A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- (5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

**7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

- A. SELLER HAS: 7 (or ☐ \_\_\_\_\_) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).
- B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ☐ \_\_\_\_\_) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

**8. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:**

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.
- B. ITEMS INCLUDED IN SALE:
- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remotes controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (If checked) ☐ stove(s), ☐ refrigerator(s);

Buyer's Initials ( AB ) ( \_\_\_\_\_ )Seller's Initials ( CS ) ( \_\_\_\_\_ )

RPA-CA REVISED 4/13 (PAGE 3 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 8)



David Glazer

07/25/2017

6257 Pine Crest

Property Address: Los Angeles, Ca 90042

Date: May 31, 2014

(3) The following additional items:

(4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(5) All items included shall be transferred free of liens and without Seller warranty.

- C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and

9. CONDITION OF PROPERTY: Unless otherwise agreed: (I) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (II) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (III) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property Improvements may not be built according to code, in compliance with current Law, or have had permits issued.

10. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) Invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer Indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) Indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Nonresponsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

11. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:

A. Seller Disclosures (If checked): Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:

☐ Seller Property Questionnaire (C.A.R. Form SPQ) OR ☒ Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

B. Addenda (If checked):

☐ Addendum # (C.A.R. Form ADM)

☒ Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)

☐ Purchase Agreement Addendum (C.A.R. Form PAA)

☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)

☐ Short Sale Addendum (C.A.R. Form SSA)

☐ Other

C. Advisories (If checked):

☒ Buyer's Inspection Advisory (C.A.R. Form BIA)

☐ Probate Advisory (C.A.R. Form PAK)

☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)

☐ Trust Advisory (C.A.R. Form TA)

☐ REO Advisory (C.A.R. Form REO)

D. Other Terms: Seller to provide buyer with verification of previous accepted offer.

12. TITLE AND VESTING:

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

Buyer's Initials ( DB ) ( \_\_\_\_\_ )

Seller's Initials ( CS ) ( \_\_\_\_\_ )

RPA-CA REVISED 4/13 (PAGE 4 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 8)



David Glazer

07/25/2017

6257 Pine Crest

Property Address: Los Angeles, Ca 90042

Date: May 31, 2014

**13. SALE OF BUYER'S PROPERTY:**

A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ (If checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.**14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).A. SELLER HAS: 7 (or ☐ ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 9A, 11A and B, and 12A. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.B. (1) BUYER HAS: 17 (or ☒ 10 ) Days After Acceptance, unless otherwise agreed in writing, to:

(I) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and

(II) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.

(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) By the end of the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has 5 (or ☐ ) Days After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in 14B(1) and before Seller cancels, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 14C(1).

**C. SELLER RIGHT TO CANCEL:**

(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3H; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25. In such event, Seller shall authorize return of Buyer's deposit.

(3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or ☐ ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).

F. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or ☐ ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 9; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials (                      ) (                      )Seller's Initials ( CS ) (                      )

RPA-CA REVISED 4/13 (PAGE 5 OF 8)

Reviewed by                      Date                     

07/25/2017



6257 Pine Crest

Property Address: Los Angeles, Ca 90042

Date: May 31, 2014

18. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
19. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
20. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
21. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
22. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
  - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
  - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
  - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - H. "Deliver", "Delivered" or "Delivery", means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8, regardless of the method used (i.e. messenger, mail, email, fax, other); OR (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
  - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
  - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
23. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
  - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ \_\_\_\_\_). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
  - C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 23, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (I) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (II) if Buyer and Seller instruct Escrow Holder to cancel escrow.
  - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

Buyer's Initials ( DB ) ( \_\_\_\_\_ )Seller's Initials ( CS ) ( \_\_\_\_\_ )

RPA-CA REVISED 4/13 (PAGE 6 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 6 OF 8)



David Glazer

07/25/2017

6257 Pine Crest

Property Address: Los Angeles, Ca 90042

Date: May 31, 2014

25. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release Instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT (C.A.R. FORM RID).

Buyer's Initials

Seller's Initials

## 26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

## B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials

Seller's Initials

## C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver nor violation of the mediation and arbitration provisions.
- (2) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

## 27. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

RPA-CA REVISED 4/13 (PAGE 7 OF 8)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 8)



David Glazer

07/25/2017



6257 Pine Crest

Property Address: Los Angeles, Ca 90042

Date: May 31, 2014

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by LINDA SEVFFERT, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer, (or, if checked, ☐ by 10 AM ☒ PM, on 6/1/14 (date)).

Date 5/31/14

Date \_\_\_\_\_

BUYER David Glazer

BUYER \_\_\_\_\_

(Print name) \_\_\_\_\_

(Print name) \_\_\_\_\_

(Address) 960 3rd St #304

30. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: \_\_\_\_\_

Date 6/4/2014

Date \_\_\_\_\_

SELLER Cheney Shapiro

SELLER \_\_\_\_\_

(Print name) \_\_\_\_\_

(Print name) \_\_\_\_\_

(Address) \_\_\_\_\_

(\_\_\_\_\_) (Initials) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.  
 B. Agency relationships are confirmed as stated in paragraph 2.  
 C. If specified in paragraph 3A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.  
 D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Podley Properties BRE Lic. # 01852348  
 By Linda Sevffert BRE Lic. # 01248439 Date \_\_\_\_\_  
 Address 1471 E. Altadena Drive City Altadena State CA Zip 91001  
 Telephone (626) 712-5194 Fax (626) 797-3959 E-mail linda.sevffert@podley.com

Real Estate Broker (Listing Firm) Ken Shapiro BRE Lic. # \_\_\_\_\_  
 By Ken Shapiro Date 6/4/2014  
 Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), counter offer number \_\_\_\_\_ ☐ Seller's Statement of Information and \_\_\_\_\_

\_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # \_\_\_\_\_

PRESENTATION OF OFFER: (\_\_\_\_\_) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
 Broker or Designee Initials \_\_\_\_\_

REJECTION OF OFFER: (\_\_\_\_\_) (\_\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
 Seller's Initials \_\_\_\_\_

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REVISION DATE 4/13

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 8)

David Glazer

Reviewed by \_\_\_\_\_  
 Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



07/25/2017

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Ronald A. Hartmann, Esq., SBN # 115683</b> <b>Hartmann &amp; Kananen</b> <b>5743 Corsa Ave, Ste. 119, Westlake Village, CA 91362</b>  TELEPHONE NO.: <b>818-710-0151 x 222</b> FAX NO.: <b>818-710-0191</b> ATTORNEY FOR (Name):		FOR COURT USE ONLY <b>FILED</b> Superior Court Of California County Of Los Angeles  <b>JUL 25 2017</b> Executive Officer Gloria Rodriguez
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 North Hill Street</b> MAILING ADDRESS: <b>111 North Hill Street</b> CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Stanley Mosk Courthouse</b>		
CASE NAME: <b>David A. Glazer v Cheney Adrienne Shapiro, et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>BC 669741</b>  JUDGE:  DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): **15**

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **July 25, 2017**

**Ronald A. Hartmann, Esq.**

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES

CLASS ACTION? YES

LIMITED CASE? YES

TIME ESTIMATED FOR TRIAL 7HOURS/☒ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.

6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

***By Fax***

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

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	<b>A</b> Civil Case Cover Sheet Category/No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
<b>Real Property</b>	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
<b>Unlawful Detainer</b>	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.



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## Judicial Review

## Provisionally Complex Litigation

## Enforcement of Judgment

## Miscellaneous Civil Complaints

## Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b> Home location is 6257 Pine Crest Drive, Los Angeles, California 90042.
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90042	

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk Courthouse courthouse in the Central \_\_\_\_\_ District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: July 25, 2017

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

07/25/2017